Prepared by and after recording return to:
Joe Hale Real Estate Mgr. II
Centurylink
MS: DF154L0902-9063
5454 W. 110<sup>th</sup> Street
Overland Park, KS 66211
(913) 345-6477

## TITLE OF DOCUMENT: RELEASE of GRANT OF PRIVATE RIGHT OF WAY EASEMENT

DATE OF DOCUMENT: March 2, 2012

GRANTOR: CenturyTel of North Mississippi, Inc. 7045 Hwy 305N Olive Branch, MS 38654 (662) 893-7711

GRANTEE: Bobby Cowan and Deloise Cowan 700 Red Banks Road Byhalia, MS 38611 (901) 461-6136

LEGAL DESCRIPTION: NW/4 Section 32, Township 2 South, Range 5 East, Desoto County, Mississippi

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## RELEASE OF GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT

THIS RELEASE OF GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT is made this 2<sup>nd</sup> day of March, 2012 by CENTURYTEL OF NORTH MISSISSIPPI INC., ("CenturyTel").

## **RECITALS:**

WHEREAS, Bobby and Deloise Cowan signed as grantor that certain GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT dated October 12, 2011, whereby Bobby and Deloise Cowan granted easement rights to CenturyTel over certain property owned by them and described in the GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT and

WHEREAS, the GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT was filed of record on November 1, 2011 in the Office of Chancery Clerk of Desoto County, Mississippi at Book 668, Page 733, and a copy of said GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT is attached hereto as Exhibit "A" and incorporated by reference herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CenturyTel hereby vacates and releases all of its right, title and interest in and to any and all easements and easement rights acquired by CenturyTel pursuant to the GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT, and otherwise releases the GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT.

IN WITNESS WHEREOF, CenturyTel has signed this Release of GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT as of the day and year first above written.

CENTURYTEL OF NORTH MISSISSIPPI INC

Mal Hal

Name: Joe Hale

Title: Real Estate Mgr. II

THE STATE OF KANSAS )
COUNTY OF TOHNSON )

BE IT REMEMBERED, that on this 2 day of mach, 2012, before me, a Notary Public in and for said County and State, came Joe Hale, who is the Real Estate Mgr. II of CENTURYTEL OF NORTH MISSISSIPP! INC, a Mississippi corporation, and is personally known to me to be the same person who signed the herein instrument, and such person duly acknowledged the signing of the same as the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires: 7-21-2014



11/01/11 9:30:37 DK W BK 668 PG 733 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

## GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT FOR TELECOMMUNICATIONS COMPANY PLANT BY HUSBAND AND WIFE

DK W BK 688 PG 560

Document No.
FOR A VALUABLE CONSIDERATION, DELOISE COWAN, and BORBY and BANKS RD, BYHALIA, MS 3861.
with an address of 1045 HWY 305N, OLIVE BLAVEL IS 38654, with successors and assigns ("Grantee") to have and to hold forever, an easement to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of poles, cross arms, anchors, guys, braces, aerial and underground cables and wires, underground conduits and manholes, and appurtenances including, but not limited to, electric power and housing for above ground communications equipment and/or other purposes (hereinafter called "telecommunications company plant") upon, over, in, under, across, along and through that certain real property in the [City, Village, or Town] of by HALLA DESOTO PIN No.:  Pin No.:
ATEN (10) FOOT EASE MENT, ADTRIENT  AND PARALLEL TO NORTHERLY RIW  OF I-269, EASEMENT TO BEGIN  AT THE EASTERLY PROPERTY LINE OF SILD PROPERTY AND  CONTINUE A LONG RIW OF I-769 FOU A DISTANCE OF 975;  MORE OR LESS. PROPERTY LOCATED IN THE SWY NWY A  SECTION 32, T25, RSW, DESOTO COUNTY, MISSISSIPPI.
and to the fullest extent the Grantor has the right to so grant in connection with the easement property, if at all, beside, upon over in under across, along and through the roads, alleys, streets, or highways adjoining or running through the

easement property.

The location of the telecommunications company plant presently installed or to be installed is more particularly described as follows:

(10) FEET OF THE SOUTHWESTERLY

(hereinafter called "the easement property")

The Grantee shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted and the right to cut down and control the future growth of all trees and brush, which may, in Grantee's judgment, interfere with the use of said easement.

The Grantee and its Contractors and/or Subcontractors shall have the right to clear the easement property and keep the same free of brush, tree or root growth and vegetation and any other obstruction to such extent as may be necessary to prevent contact or interference with telecommunications company plant and the operation thereof and to protect persons from injury or death and the telecommunications company plant or other property from loss, destruction or damage by fire or other casualty or otherwise.

The Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or to the property of the Grantor by the construction or maintenance of said telecommunications company plant.

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement.

The Grantor agrees that all telecommunications company plant, installed on the above-described premises at the Grantee's expense, shall remain the property of the Grantee, removable at the option of the Grantee.

Prior to the installation of buried cable facilities by the Grantee, the Grantor, within fifteen (15) days of request, agrees to locate and allow the Grantee to mark properly or expose those facilities (i.e. fuel runs, sewage facilities, tanks, water lines, etc.) of which the Grantor is aware if those facilities are or will be buried along the cable route. The Grantor's failure to comply with this provision shall constitute a waiver of all liability associated with any resulting damages to those RETURN TO: CENTURY I EL facilities.

ATIN: BARRY WELLS

DK W BK 688 P6 561

The Grantor covenants that Grantor is the owner of the above-described lands.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative and witnessed as of the date(s) hereinafter set forth.

Dated:(0//2///	
Bobby & Comma Se	des Comm
Printed named_Bobby J Courses Er	Printed name: Lais Cowan
STATE OF <u>MS</u> )	
COUNTY OF <u>Desoto</u>	
On 10-12-26/1 before	re me, the undersigned, a Notary Public in and for said State and
County, personally appeared Bobby J.Cowan S.	and Lors Cawap
husband and wife known to me to be the person acknowledged to intesthat they executed the same.	ns whose names are subscribed to the within instrument, and
ISEAN OF GROWING	
* NOTARY PUBLIC	Name: Jayue a. Ross
10 No. 14583	Name: Joyce G. Ross
Commission Expires September 1, 2014	Notary Public, State of
	My commission expires: 9-01-2-14
Exempt Rom real estate transfer fee.	
Statutory Clighton:77.21	
Telephone Company:	
Pameto:	•
Remote:	•
Route:	
Work Order No.:	
Tax/Parcel ID Number:	•
This instrument was drafted by:	
Gerard O'Flaherty	
O'Flaherty, Heim & Egan, Ltd.	•
201 Main Street	•
La Crosse, WI 54601	
608-784-1605	CAP

(G:\Easement Forms\Easement.Husband&Wife.doc)